

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF TENNESSEE, EASTERN DIVISION

---

JOE PANKEY and  
LAMAR PANKEY,

Plaintiffs,

vs.

Docket No. \_\_\_\_\_

SOUTHERN PIONEER PROPERTY &  
CASUALTY INSURANCE COMPANY,

Defendant.

---

**NOTICE OF REMOVAL**

---

COMES NOW the Defendant Southern Pioneer Property & Casualty Insurance Company by and through its attorneys of record, pursuant to 28 U.S.C. § 1441(b) and §1332(a), and files the following Notice of Removal of this action from state court (the Circuit Court for Crockett County, Tennessee) to this Honorable Court and states to the Court as follows:

**THE REMOVED CASE**

1. On December 4, 2013, Plaintiffs Joe Pankey and Lamar Pankey commenced a civil action in the Circuit Court for Crockett County, Tennessee (hereinafter the “state court”) under the style *Joe Pankey and Lamar Pankey v. Southern Pioneer Property & Casualty*

*Insurance Company*, docket number 3346. The civil action is still pending in state court.

### **PAPERS REMOVED FROM ACTION**

2. The Summons and Complaint (for the State Court action) was served on the State of Tennessee Department of Commerce and Insurance on December 17, 2013.
3. Defendant Southern Pioneer Property & Casualty Insurance Company first received a copy of the Summons and Complaint and Plaintiffs' First Set of Interrogatories and Requests for Production of Documents and Things on December 23, 2013.
4. The Complaint and Plaintiffs' First Set of Interrogatories and Requests for Production of Documents and Things, copies of which are attached hereto as **Exhibit A**, constitute all process, pleadings and papers served upon Defendant Southern Pioneer Property & Casualty Insurance Company in the civil action to date.

### **THE REMOVAL IS TIMELY**

5. This Notice of Removal has been filed within thirty (30) days of service or receipt and, therefore, is timely under 28 U.S.C. § 1446(b).

6. Defendant has done nothing in the civil action in state court that would in any way affect this Court's removal and subject matter jurisdiction of this case.

**THE VENUE REQUIREMENT IS MET**

7. Venue of the removal is proper under 28 U.S.C. § 1441(a) because this Honorable Court is the United States District Court for the district and division corresponding to the place where the state court action is pending.

**DIVERSITY OF CITIZENSHIP EXISTS BETWEEN THE PARTIES**

8. The civil action is one of which this Court has diversity of citizenship jurisdiction pursuant to under 28 U.S.C. § 1332 and removal jurisdiction pursuant to under 28 U.S.C. § 1441 and § 1446 in that:
  - a. Plaintiffs are citizens of the State of Tennessee; and
  - b. Defendant Southern Pioneer Property & Casualty Insurance Company is an insurance company whose state of incorporation is Arkansas and its principal place of business is in Jonesboro, Arkansas.
  - c. Tennessee is not a "direct action" state.

**THE AMOUNT IN CONTROVERSY REQUIREMENT IS MET**

9. The monetary value of the amount in controversy exceeds \$75,000.00 exclusive of interests and costs.
10. According to the language contained in Plaintiff's Complaint, Plaintiffs request judgment against the Defendant "for the full policy limits of \$120,000.00, for the 25% bad faith penalty as provided by statute, for compensatory damages in the amount of \$300,000.00, for costs, for pre and post judgment interest and for such other relief as the justice of this cause demands."


**FILING OF REMOVAL PAPERS**

11. Pursuant to 28 U.S.C. § 1446(d), written notice of the removal of this action has been given to Plaintiffs' counsel, and a Notice of Filing of Notice of Removal (which has been attached hereto as **Exhibit B**) has been filed in the Circuit Court for Crockett County, Tennessee.

**WHEREFORE, PREMISES CONSIDERED,** Defendant Southern Pioneer Property & Casualty Insurance Company respectfully requests that the civil action now pending in the Circuit Court for Crockett County, Tennessee be removed to this Honorable Court and that further proceedings be conducted in this Honorable Court as provided for by law.

THE RICHARDSON LAW FIRM

BY:   
John D. Richardson (B.P.R. # 6124)

BY:   
Teresa A. Boyd (B.P.R. # 18154)

Attorneys for Defendant Southern  
Pioneer Property & Casualty  
Insurance Company  
119 South Main Street, Suite 725  
Memphis, TN 38103  
(901) 521-1122 - phone  
(901) 523-7677 - facsimile  
RLF No. 7274

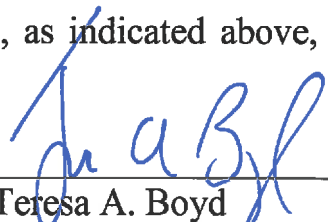
E-Mail addresses: [Danny.Richardson@RichardsonLawFirm.com](mailto:Danny.Richardson@RichardsonLawFirm.com)  
[Teresa.Boyd@RichardsonLawFirm.com](mailto:Teresa.Boyd@RichardsonLawFirm.com)

**CERTIFICATE OF SERVICE AND FILING**

I hereby certify that a true copy of the foregoing was electronically filed with the United States District Court for the Western Section of Tennessee, Eastern Division and has been served upon the following:

**VIA FIRST CLASS U.S. MAIL**  
**VIA E-MAIL TO** [sheilabstevenson@att.net](mailto:sheilabstevenson@att.net)  
Ms. Sheila B. Stevenson  
Attorney at Law  
112 South Liberty Street, Suite 223  
Jackson, TN 38301

Via First Class U.S. Mail and E-Mail, as indicated above, this 15 day of January 2014.

  
Teresa A. Boyd

# EXHIBIT A



### FACTS

4. Southern Pioneer issued the Pankeys a policy of insurance, which was in effect from January 4, 2013 to January 4, 2014 covering the insured premises. A copy of the Policy is attached as Exhibit "A".

5. Under the Policy, Southern Pioneer agreed to pay for direct physical loss to the "residence", "related private structures" and "personal property" caused by certain perils, one of which is fire.

6. Southern Pioneer also agreed to pay for additional living costs incurred by the insured as a result of a covered loss.

7. The Pankeys paid the premiums due on the Policy in a timely manner, and have performed all of the duties and responsibilities required of them under the Policy, or alternatively, have been excused from performance by Southern Pioneer's acts, representations and/or conduct.

8. While the Policy was in full force and effect, on or about May 10, 2013, the Pankeys suffered direct physical loss of or damage to the insured premises due to a fire.

9. The Pankeys promptly and properly made a claim to Southern Pioneer for their insurance benefits under the Policy and fulfilled all of the other duties required of them under the Policy after discovery of the loss.

10. Pursuant to the Policy, Southern Pioneer has a contractual obligation to fully investigate and adjust the loss, and pay the full amount of the covered losses, less applicable deductible.

11. That this was a total loss and pursuant to T.C. A. 56-7-803, Southern Pioneer is



liable to the Pankeys for the full policy limits.

12. On or about October 24, 2013, Southern Pioneer advised the Pankeys that they were denying their fire loss claim.

13. Southern Pioneer's refusal to pay the full amount of the Pankey's loss is in breach of the contract of insurance (the Policy) that the Pankeys had with Southern Pioneer and Southern Pioneer is liable to the Pankeys for the full amount allowed by the Policy for the loss.

14. Southern Pioneer's refusal to pay the claim for the covered loss is in violation of T.C.A. 56-7-105, a refusal not based on a legitimate cause, and not based on good faith and fair dealing with their insureds.

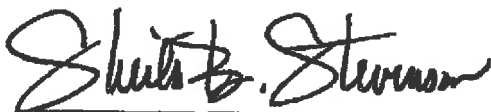
15. Southern Pioneer's willful breach of the contract of insurance has caused damages to the Plaintiffs beyond the face value of their insurance policy.

16. Southern Pioneer's breach of contract has also caused Plaintiffs to incur expenses of Attorney fees and other costs associated with having to litigate to recover on a claim that is a legitimate fire loss.

WHEREFORE, Plaintiffs demand judgment for the full policy limits of \$120,000.00, for the 25% bad faith penalty as provided by statute, for compensatory damages in the amount of \$300,000.00, for costs, for pre and post judgment interest and for such other relief as the justice of this cause demands.

This the 3<sup>rd</sup> day of December, 2013.

Respectfully submitted,



Sheila B. Stevenson, BPR #09841

Attorney for Plaintiffs

112 S. Liberty St., #223

Jackson, TN 38301

(731) 424-5766

sheilabstevenson@att.net

Cost Bond

I am surety for costs in this cause.



Sheila B. Stevenson

RECEIVED  
DEC 23 2013  
SPI - Claims

**STATE OF TENNESSEE  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243-1131  
PH - 615.532.5260, FX - 615.532.2788  
Jerald.E.Gilbert@tn.gov**

**December 17, 2013**

**Southern Pioneer Property & Casualty Ins C  
P O Box 17344  
Jonesboro, AR 72403  
NAIC # 16047**

**Certified Mail  
Return Receipt Requested  
7012 3460 0002 8941 2733  
Cashier # 12368**

**Re: Joe And Lamar Pankey V. Southern Pioneer Property & Casualty Ins Co.**

**Docket # 3346**

**To Whom It May Concern:**

**Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served December 17, 2013, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.**

**Jerald E. Gilbert  
Designated Agent  
Service of Process**

**Enclosures**

**cc: Circuit Court Clerk  
Crockett County  
1 S. Bells St, Courthouse, Ste 4  
Alamo, Tn 38001**

**RECEIVED  
DEC 23 2013  
SPI - Claims**

*Defendants copy*

**SUMMONS**

R. D. No. 3346

**STATE OF TENNESSEE  
IN THE CIRCUIT COURT OF CROCKETT COUNTY, TENNESSEE**

TO: Southern Pioneer Property and Casualty Ins. Co., C/O Commissioner of Insurance,  
500 James Robertson Parkway, Nashville, TN 37243

You are summoned to appear and defend a civil action filed against you entitled:

Joe Pankey and Lamar Pankey

VS.

Southern Pioneer Property and Casualty Insurance Co.

which has been filed in the Circuit Court, Crockett County, Tennessee, and your defense must be made within (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to SHEILA BOYKIN STEVENSON, Plaintiff's attorney, whose address is 112 S. Liberty St., #223, Jackson, TN 38301.

In case of your failure to defend this action by the above date, judgment by default can be rendered against you for the relief demanded in the complaint.

ISSUED: 12-4, 2013.

KIM KAIL, CIRCUIT COURT CLERK

By: Sandra Phillips D.C.  
Deputy Clerk

**SUMMONS IN A CIVIL ACTION**

NO. \_\_\_\_\_

IN CIRCUIT COURT AT CROCKETT COUNTY, TENNESSEE

**TO THE SHERIFF OF CROCKETT COUNTY, TENNESSEE:**

Please execute this summons and make your return hereon as provided by law.

KIM KAIL: CLERK

By: S. Phillips D.C.  
D. C.

Received this summons for service this 4 day of Dec., 2013.

**RETURN ON SERVICE OF SUMMONS**

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served this summons together with the complaint herein as follows:

\_\_\_\_\_  
Sheriff

By: \_\_\_\_\_

**COPY**

**RECEIVED**  
DEC 23 2013  
SPI - Claims

**IN THE CIRCUIT COURT FOR CROCKETT COUNTY, TENNESSEE**

JOE PANKEY AND LAMAR  
PANKEY

Plaintiffs,

vs.

Docket No. 3346

SOUTHERN PIONEER PROPERTY  
AND CASUALTY INSURANCE CO.  
Defendant.

COPY

**PLAINTIFF'S FIRST SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

The plaintiff, pursuant to Rules 26, 33, and 34 of the Tennessee Rules of Civil Procedure, propounds the following interrogatories and requests for production of documents and things to Southern Pioneer to be answered within the time period allowed by law. Requested documents and things shall be produced at the offices of Sheila B. Stevenson, 112 South Liberty St., #223, Jackson, Tennessee 38301.

**DEFINITIONS**

These interrogatories and document requests are continuing in nature, and to the extent that any answers to them may be enlarged, expanded upon, modified, or corrected as a result of any change in circumstances subsequent to the filing of your responses, you are requested to promptly supply counsel for Plaintiffs with amended or supplemental responses as required by Rule 26 of the Tennessee Rules of Civil Procedure.

The term "document" as used herein, means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original

FILED  
CIRCUIT COURT OF CROCKETT CO.  
Date: 12-4-13  
Time: 12 a.m./p.m.  
Kim Kall, Circuit Court Clerk  
CROCKETT, TN

and each copy, regardless of origin or location, of any book, pamphlet, periodical, letter, memorandum, note, e-mail, paper, photograph, videotape, audio tape, or any other written, typed, reported, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody or control or which was, but is no longer, in your possession, custody or control. If the information requested is stored on a computer drive, disk, or tape, produce either (a) a printout of the information or (b) produce the information on a 3.5" disk in an ASCII format.

"Communication" means any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to telephone conversations, letters, e-mails, memoranda, telegrams, meetings and personal conversations.

"Person" means any natural person or any form of public, private, business, governmental or legal entity.

Unless specified otherwise, the term "identity" or "identify" as used herein, with respect to any person, means to provide the name, current residence address, current residence telephone number, current business address, current business telephone number, and the occupation or job title of that person; with respect to any entity, means to provide the name by which the entity is commonly known, the current address of its principal place of business, and the nature of business currently conducted by that entity; with respect to any document, means to provide the date of the document, the identity of the author or preparer of the document, the nature of the document, and the title (if any) of the document, and the custodian of the document.

For the purposes of framing your responses to these interrogatories, wherever

possible, the singular should be read to include the plural and vice versa.

The term "incident" shall mean the fire referred to in the Complaint. "You" and "Your" refer to Southern Pioneer, its employees, agents, officers, and representatives.

If any of the interrogatories are not answered on the basis of privilege, please include in your response to each such interrogatory a written statement evidencing:

- (a) The nature of the communication;
- (b) The date of the communication;
- (c) The identity of the persons present at such communication; and
- (d) A brief description of the communication sufficient to allow the Court to rule on a motion to compel.

**INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

1. State your exact legal name, registered agent for service of process, officers and directors.

Response:

2. State whether you are a subsidiary of any other entity. If so, who?

Response:

3. If the answer to the foregoing was in the affirmative, please state the principal place of business of the entity, the date and place of incorporation and the date upon which you became a subsidiary.

**Response:**

4. Please state whether, the time period from 1/4/2013 through 1/4/2014, a policy of insurance issued by Southern Pioneer was in effect for the named insureds.

**Response:**

5. Please state whether you utilized a referral service, agency or person to secure the business of the insured. If so, name that service, agency or person.

**Response:**

6. Please set forth the date upon which a claim file was established and the person(s) assigned primary responsibility for the administration of this claim file.

**Response:**

7. Does Southern Pioneer have a manual, protocol, instructions or similar writing setting forth procedures for the investigation of such claims? If so, please provide.

**Response:**

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DEC 23 2013  
SPI - Claims



8. Did you establish a reserve for the payment of the claim tendered by the Pankeys? If so, how much?

Response:

9. Please provide a copy of the complete claim file for the Pankeys, and if there is more than one file, a copy of the claim file maintained by each employee assigned to this claim, including records of telephone calls, e-mails, billing records from investigators, meetings, etc.

Response:

10. Please provide a list of documents that have not been submitted pursuant to Item 6 and explain why they were not submitted.

Response:

11. Please provide the name of every adjuster, supervisor and claims personnel who worked on this file.

Response:

12. Please provide a complete report of Southern Pioneer's fire investigator's report on the

subject file.

Response:

13. Please state specifically which items on the proof of loss that you contend were over-evaluated.

Response:

14. Please refer to the section of the policy that defines over-evaluation of a loss and what constitutes material misrepresentation.

Response:

15. Please state each and every fact relied upon by you in determining to withhold payment of the claim tendered by the Pankeys for their fire loss.

Response:

16. As to each fact identified in your answer to the foregoing interrogatory, please further state:

(a) an identification of each person who possesses or claims to possess knowledge of any such fact:

(b) an identification of any writing relating to each such fact;

(c) the name, business address, telephone number and e-mail address of the present custodian of any writing identified in your answer to the foregoing.

(d) the date upon which you became aware of such fact and the means by which you became aware of each such fact.

Response:

17. Please state whether you obtained any witness statements in any form, from any person, regarding any facts relating to this claim. If so, please provide.

Response:

18. Was the claimant's claim for payment submitted to any claims committee for evaluation?

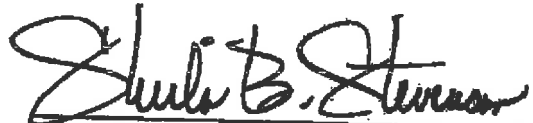
Response:

RECEIVED  
DEC 23 2013  
SPI - Claims

19. Please identify each person whom you expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

Response:

Respectfully Submitted,



Sheila B. Stevenson, BPR # 09841

Attorney for the Plaintiffs

112 S. Liberty St., #223

Jackson, TN 38301

731-424-5766

Sheilabstevenson@att.net

\_\_\_\_\_  
Affiant

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I certify that a true copy of the foregoing has been provided for service upon the defendant(s) with the Summons and Complaint in this action.

  
\_\_\_\_\_  
Sheila B. Stevenson

# EXHIBIT B

IN THE CIRCUIT COURT FOR CROCKETT COUNTY, TENNESSEE

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JOE PANKEY and  
LAMAR PANKEY,

Plaintiffs,

vs.

Docket No. 3346

SOUTHERN PIONEER PROPERTY &  
CASUALTY INSURANCE COMPANY,

Defendant.

---

**NOTICE OF FILING NOTICE OF REMOVAL**

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PLEASE TAKE NOTE that the Defendant Southern Pioneer Property & Casualty Insurance Company filed with the Clerk of the United States District Court for the Western District of Tennessee, Eastern Division on January 15, 2014 a Notice of Removal from the Circuit Court for Crockett County, Tennessee to the United States District Court for the Western District of Tennessee, Eastern Division. Defendant Southern Pioneer Property & Casualty Insurance Company attaches hereto as **Exhibit 1** a copy of the Notice of Removal.

THE RICHARDSON LAW FIRM

BY:   
John D. Richardson (B.P.R. # 6124)

BY: 

Teresa A. Boyd (B.P.R. # 18154)

Attorneys for Defendant Southern  
Pioneer Property & Casualty  
Insurance Company  
119 South Main Street, Suite 725  
Memphis, TN 38103  
(901) 521-1122 - phone  
(901) 523-7677 - facsimile  
RLF No. 7274

E-Mail addresses: Danny.Richardson@RichardsonLawFirm.com  
Teresa.Boyd@RichardsonLawFirm.com

### **CERTIFICATE OF SERVICE AND FILING**

I hereby certify that a true copy of the foregoing has been served upon the following:

**VIA FIRST CLASS U.S. MAIL**

**VIA E-MAIL TO sheilabstevenson@att.net**

Ms. Sheila B. Stevenson

Attorney at Law

112 South Liberty Street, Suite 223

Jackson, TN 38301

Via First Class U.S. Mail, postage prepaid, and E-Mail, as indicated above, this 15 day of January 2014 and filed with the Circuit Court Clerk of Crockett County, Tennessee via facsimile filing to 731-696-2605 and via First Class U.S. Mail, postage prepaid, to the Circuit Court Clerk of Crockett County, Tennessee at the following address: One South Bell Street, Suite 6, Alamo, Tennessee 38001, this the 15 day of January 2014.

  
Teresa A. Boyd



# EXHIBIT 1

## NOTICE OF REMOVAL

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF TENNESEE, EASTERN DIVISION

---

JOE PANKEY and  
LAMAR PANKEY,

Plaintiffs,

vs.

Docket No. \_\_\_\_\_

SOUTHERN PIONEER PROPERTY &  
CASUALTY INSURANCE COMPANY,

Defendant.

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### **PAPERS REMOVED FROM ACTION**

2. The Summons and Complaint (for the State Court action) was served on the State of Tennessee Department of Commerce and Insurance on December 17, 2013.
3. Defendant Southern Pioneer Property & Casualty Insurance Company first received a copy of the Summons and Complaint and Plaintiffs' First Set of Interrogatories and Requests for Production of Documents and Things on December 23, 2013.
4. The Complaint and Plaintiffs' First Set of Interrogatories and Requests for Production of Documents and Things, copies of which are attached hereto as **Exhibit A**, constitute all process, pleadings and papers served upon Defendant Southern Pioneer Property & Casualty Insurance Company in the civil action to date.

### **THE REMOVAL IS TIMELY**

5. This Notice of Removal has been filed within thirty (30) days of service or receipt and, therefore, is timely under 28 U.S.C. § 1446(b).

6. Defendant has done nothing in the civil action in state court that would in any way affect this Court's removal and subject matter jurisdiction of this case.

**THE VENUE REQUIREMENT IS MET**

7. Venue of the removal is proper under 28 U.S.C. § 1441(a) because this Honorable Court is the United States District Court for the district and division corresponding to the place where the state court action is pending.

**DIVERSITY OF CITIZENSHIP EXISTS BETWEEN THE PARTIES**

8. The civil action is one of which this Court has diversity of citizenship jurisdiction pursuant to under 28 U.S.C. § 1332 and removal jurisdiction pursuant to under 28 U.S.C. § 1441 and § 1446 in that:
  - a. Plaintiffs are citizens of the State of Tennessee; and
  - b. Defendant Southern Pioneer Property & Casualty Insurance Company is an insurance company whose state of incorporation is Arkansas and its principal place of business is in Jonesboro, Arkansas.
  - c. Tennessee is not a "direct action" state.

**THE AMOUNT IN CONTROVERSY REQUIREMENT IS MET**

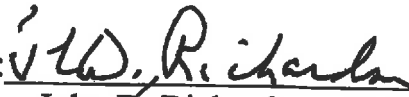
9. The monetary value of the amount in controversy exceeds \$75,000.00 exclusive of interests and costs.
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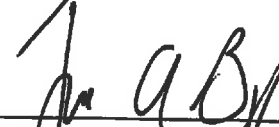
**FILING OF REMOVAL PAPERS**

11. Pursuant to 28 U.S.C. § 1446(d), written notice of the removal of this action has been given to Plaintiffs' counsel, and a Notice of Filing of Notice of Removal (which has been attached hereto as **Exhibit B**) has been filed in the Circuit Court for Crockett County, Tennessee.

**WHEREFORE, PREMISES CONSIDERED,** Defendant Southern Pioneer Property & Casualty Insurance Company respectfully requests that the civil action now pending in the Circuit Court for Crockett County, Tennessee be removed to this Honorable Court and that further proceedings be conducted in this Honorable Court as provided for by law.

THE RICHARDSON LAW FIRM

BY:   
John D. Richardson (B.P.R. # 6124)

BY:   
Teresa A. Boyd (B.P.R. # 18154)

Attorneys for Defendant Southern  
Pioneer Property & Casualty  
Insurance Company  
119 South Main Street, Suite 725  
Memphis, TN 38103  
(901) 521-1122 - phone  
(901) 523-7677 - facsimile  
RLF No. 7274

E-Mail addresses: Danny.Richardson@RichardsonLawFirm.com  
Teresa.Boyd@RichardsonLawFirm.com

**CERTIFICATE OF SERVICE AND FILING**

I hereby certify that a true copy of the foregoing was electronically filed with the United States District Court for the Western Section of Tennessee, Eastern Division and has been served upon the following:

**VIA FIRST CLASS U.S. MAIL**

**VIA E-MAIL TO** sheilabstevenson@att.net

Ms. Sheila B. Stevenson

Attorney at Law

112 South Liberty Street, Suite 223

Jackson, TN 38301

Via First Class U.S. Mail and E-Mail, as indicated above, this 15 day of January 2014.

  
Teresa A. Boyd

# EXHIBIT A

FILED  
CIRCUIT COURT OF CROCKETT CO.  
Date: 12-4-13  
Time: 12 a.m./p.m.  
Kim Kall, Circuit Court Clerk  
*SPhillips*



### **FACTS**

4. Southern Pioneer issued the Pankeys a policy of insurance, which was in effect from January 4, 2013 to January 4, 2014 covering the insured premises. A copy of the Policy is attached as Exhibit "A".

5. Under the Policy, Southern Pioneer agreed to pay for direct physical loss to the "residence", "related private structures" and "personal property" caused by certain perils, one of which is fire.

6. Southern Pioneer also agreed to pay for additional living costs incurred by the insured as a result of a covered loss.

7. The Pankeys paid the premiums due on the Policy in a timely manner, and have performed all of the duties and responsibilities required of them under the Policy, or alternatively, have been excused from performance by Southern Pioneer's acts, representations and/or conduct.

8. While the Policy was in full force and effect, on or about May 10, 2013, the Pankeys suffered direct physical loss of or damage to the insured premises due to a fire.

9. The Pankeys promptly and properly made a claim to Southern Pioneer for their insurance benefits under the Policy and fulfilled all of the other duties required of them under the Policy after discovery of the loss.

10. Pursuant to the Policy, Southern Pioneer has a contractual obligation to fully investigate and adjust the loss, and pay the full amount of the covered losses, less applicable deductible.

11. That this was a total loss and pursuant to T.C. A. 56-7-803, Southern Pioneer is

liable to the Pankeys for the full policy limits.

12. On or about October 24, 2013, Southern Pioneer advised the Pankeys that they were denying their fire loss claim.

13. Southern Pioneer's refusal to pay the full amount of the Pankey's loss is in breach of the contract of insurance (the Policy) that the Pankeys had with Southern Pioneer and Southern Pioneer is liable to the Pankeys for the full amount allowed by the Policy for the loss.

14. Southern Pioneer's refusal to pay the claim for the covered loss is in violation of T.C.A. 56-7-105, a refusal not based on a legitimate cause, and not based on good faith and fair dealing with their insureds.

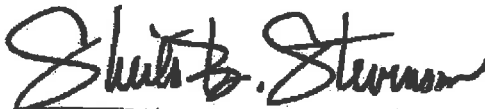
15. Southern Pioneer's willful breach of the contract of insurance has caused damages to the Plaintiffs beyond the face value of their insurance policy.

16. Southern Pioneer's breach of contract has also caused Plaintiffs to incur expenses of Attorney fees and other costs associated with having to litigate to recover on a claim that is a legitimate fire loss.

WHEREFORE, Plaintiffs demand judgment for the full policy limits of \$120,000.00, for the 25% bad faith penalty as provided by statute, for compensatory damages in the amount of \$300,000.00, for costs, for pre and post judgment interest and for such other relief as the justice of this cause demands.

This the 3<sup>rd</sup> day of December, 2013.

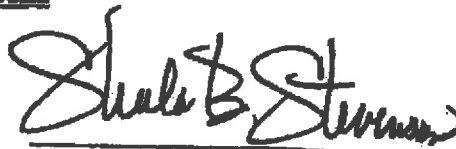
Respectfully submitted,



Sheila B. Stevenson, BPR #09841  
Attorney for Plaintiffs  
112 S. Liberty St., #223  
Jackson, TN 38301  
(731) 424-5766  
[sheilabstevenson@att.net](mailto:sheilabstevenson@att.net)

Cost Bond

I am surety for costs in this cause.



Sheila B. Stevenson

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**STATE OF TENNESSEE  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243-1131  
PH - 615.532.5260, FX - 615.532.2788  
Jerald.E.Gilbert@tn.gov**

**December 17, 2013**

**Southern Pioneer Property & Casualty Ins C  
P O Box 17344  
Jonesboro, AR 72403  
NAIC # 18047**

**Certified Mail  
Return Receipt Requested  
7012 3460 0002 8941 2733  
Cashier # 12368**

**Re: Joe And Lamar Pankey V. Southern Pioneer Property & Casualty Ins Co.**

**Docket # 3346**

**To Whom It May Concern:**

**Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served December 17, 2013, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.**

**Jerald E. Gilbert  
Designated Agent  
Service of Process**

**Enclosures**

**cc: Circuit Court Clerk  
Crockett County  
1 S. Bells St, Courthouse, Ste 4  
Alamo, Tn 38001**

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Defendants copy

**SUMMONS**

R. D. No. 3346

**STATE OF TENNESSEE  
IN THE CIRCUIT COURT OF CROCKETT COUNTY, TENNESSEE**

TO: Southern Pioneer Property and Casualty Ins. Co., C/O Commissioner of Insurance,  
500 James Robertson Parkway, Nashville, TN 37243

You are summoned to appear and defend a civil action filed against you entitled:

Joe Pankey and Lamar Pankey

VS.

Southern Pioneer Property and Casualty Insurance Co.

which has been filed in the Circuit Court, Crockett County, Tennessee, and your defense must be made within (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to SHEILA BOYKIN STEVENSON, Plaintiff's attorney, whose address is 112 S. Liberty St., #223, Jackson, TN 38301.

In case of your failure to defend this action by the above date, judgment by default can be rendered against you for the relief demanded in the complaint.

ISSUED: 12-4, 2013.

KIM KAIL, CIRCUIT COURT CLERK

By: Sandra Phillips D.C.  
Deputy Clerk

**SUMMONS IN A CIVIL ACTION**

NO. \_\_\_\_\_

IN CIRCUIT COURT AT CROCKETT COUNTY, TENNESSEE

**TO THE SHERIFF OF CROCKETT COUNTY, TENNESSEE:**

Please execute this summons and make your return hereon as provided by law.

KIM KAIL: CLERK

By: S. Phillips D.C.

Received this summons for service this 4 day of Dec., 2013.

**RETURN ON SERVICE OF SUMMONS**

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served this summons together with the complaint herein as follows:

\_\_\_\_\_  
Sheriff  
By: \_\_\_\_\_

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**IN THE CIRCUIT COURT FOR CROCKETT COUNTY, TENNESSEE**

JOE PANKEY AND LAMAR  
PANKEY

Plaintiffs,

vs.

Docket No. 3346

SOUTHERN PIONEER PROPERTY  
AND CASUALTY INSURANCE CO.  
Defendant.

COPY

**PLAINTIFF'S FIRST SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

The plaintiff, pursuant to Rules 26, 33, and 34 of the Tennessee Rules of Civil Procedure, propounds the following interrogatories and requests for production of documents and things to Southern Pioneer to be answered within the time period allowed by law. Requested documents and things shall be produced at the offices of Sheila B. Stevenson, 112 South Liberty St., #223, Jackson, Tennessee 38301.

**DEFINITIONS**

These interrogatories and document requests are continuing in nature, and to the extent that any answers to them may be enlarged, expanded upon, modified, or corrected as a result of any change in circumstances subsequent to the filing of your responses, you are requested to promptly supply counsel for Plaintiffs with amended or supplemental responses as required by Rule 26 of the Tennessee Rules of Civil Procedure.

The term "document" as used herein, means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original

FILED  
CIRCUIT COURT OF CROCKETT CO.  
Date: 12-4-13  
Time: 12:00 PM  
Kim Kail, Circuit Court Clerk  
CROCKETT CO.

and each copy, regardless of origin or location, of any book, pamphlet, periodical, letter, memorandum, note, e-mail, paper, photograph, videotape, audio tape, or any other written, typed, reported, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody or control or which was, but is no longer, in your possession, custody or control. If the information requested is stored on a computer drive, disk, or tape, produce either (a) a printout of the information or (b) produce the information on a 3.5" disk in an ASCII format.

"Communication" means any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to telephone conversations, letters, e-mails, memoranda, telegrams, meetings and personal conversations.

"Person" means any natural person or any form of public, private, business, governmental or legal entity.

Unless specified otherwise, the term "identity" or "identify" as used herein, with respect to any person, means to provide the name, current residence address, current residence telephone number, current business address, current business telephone number, and the occupation or job title of that person; with respect to any entity, means to provide the name by which the entity is commonly known, the current address of its principal place of business, and the nature of business currently conducted by that entity; with respect to any document, means to provide the date of the document, the identity of the author or preparer of the document, the nature of the document, and the title (if any) of the document, and the custodian of the document.

For the purposes of framing your responses to these interrogatories, wherever

possible, the singular should be read to include the plural and vice versa.

The term "incident" shall mean the fire referred to in the Complaint. "You" and "Your" refer to Southern Pioneer, its employees, agents, officers, and representatives.

If any of the interrogatories are not answered on the basis of privilege, please include in your response to each such interrogatory a written statement evidencing:

- (a) The nature of the communication;
- (b) The date of the communication;
- (c) The identity of the persons present at such communication; and
- (d) A brief description of the communication sufficient to allow the Court to rule on a motion to compel.

**INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

1. State your exact legal name, registered agent for service of process, officers and directors.

Response:

2. State whether you are a subsidiary of any other entity. If so, who?

Response:

3. If the answer to the foregoing was in the affirmative, please state the principal place of business of the entity, the date and place of incorporation and the date upon which you became a subsidiary.



**Response:**

**4. Please state whether, the time period from 1/4/2013 through 1/4/2014, a policy of insurance issued by Southern Pioneer was in effect for the named insureds.**

**Response:**

**5. Please state whether you utilized a referral service, agency or person to secure the business of the insured. If so, name that service, agency or person.**

**Response:**

**6. Please set forth the date upon which a claim file was established and the person(s) assigned primary responsibility for the administration of this claim file.**

**Response:**

**7. Does Southern Pioneer have a manual, protocol, instructions or similar writing setting forth procedures for the investigation of such claims? If so, please provide.**

**Response:**

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SPI - Claims**

8. Did you establish a reserve for the payment of the claim tendered by the Pankeys? If so, how much?

Response:

9. Please provide a copy of the complete claim file for the Pankeys, and if there is more than one file, a copy of the claim file maintained by each employee assigned to this claim, including records of telephone calls, e-mails, billing records from investigators, meetings, etc.

Response:

10. Please provide a list of documents that have not been submitted pursuant to Item 6 and explain why they were not submitted.

Response:

11. Please provide the name of every adjuster, supervisor and claims personnel who worked on this file.

Response:

12. Please provide a complete report of Southern Pioneer's fire investigator's report on the

subject file.

Response:

13. Please state specifically which items on the proof of loss that you contend were over-evaluated.

Response:

14. Please refer to the section of the policy that defines over-evaluation of a loss and what constitutes material misrepresentation.

Response:

15. Please state each and every fact relied upon by you in determining to withhold payment of the claim tendered by the Pankeys for their fire loss.

Response:

16. As to each fact identified in your answer to the foregoing interrogatory, please further state:

(a) an identification of each person who possesses or claims to possess knowledge of any such fact:

(b) an identification of any writing relating to each such fact;

(c) the name, business address, telephone number and e-mail address of the present custodian of any writing identified in your answer to the foregoing.

(d) the date upon which you became aware of such fact and the means by which you became aware of each such fact.

Response:

17. Please state whether you obtained any witness statements in any form, from any person, regarding any facts relating to this claim. If so, please provide.

Response:

18. Was the claimant's claim for payment submitted to any claims committee for evaluation?

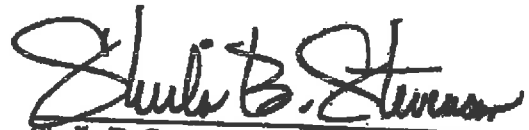
Response:

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19. Please identify each person whom you expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

Response:

Respectfully Submitted,



Sheila B. Stevenson, BPR # 09841

Attorney for the Plaintiffs

112 S. Liberty St., #223

Jackson, TN 38301

731-424-5766

Sheilabstevenson@att.net

\_\_\_\_\_  
Affiant

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I certify that a true copy of the foregoing has been provided for service upon the defendant(s) with the Summons and Complaint in this action.

  
Sheila B. Stevenson

# EXHIBIT B

IN THE CIRCUIT COURT FOR CROCKETT COUNTY, TENNESSEE

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JOE PANKEY and  
LAMAR PANKEY,

Plaintiffs,

vs.

Docket No. 3346

SOUTHERN PIONEER PROPERTY &  
CASUALTY INSURANCE COMPANY,

Defendant.

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**NOTICE OF FILING NOTICE OF REMOVAL**

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PLEASE TAKE NOTE that the Defendant Southern Pioneer Property & Casualty Insurance Company filed with the Clerk of the United States District Court for the Western District of Tennessee, Eastern Division on January 15, 2014 a Notice of Removal from the Circuit Court for Crockett County, Tennessee to the United States District Court for the Western District of Tennessee, Eastern Division. Defendant Southern Pioneer Property & Casualty Insurance Company attaches hereto as **Exhibit 1** a copy of the Notice of Removal.

THE RICHARDSON LAW FIRM

BY:   
John D. Richardson (B.P.R. # 6124)



BY: 

Teresa A. Boyd (B.P.R. # 18154)

Attorneys for Defendant Southern  
Pioneer Property & Casualty  
Insurance Company  
119 South Main Street, Suite 725  
Memphis, TN 38103  
(901) 521-1122 - phone  
(901) 523-7677 - facsimile  
RLF No. 7274

E-Mail addresses: Danny.Richardson@RichardsonLawFirm.com  
Teresa.Boyd@RichardsonLawFirm.com

### **CERTIFICATE OF SERVICE AND FILING**

I hereby certify that a true copy of the foregoing has been served upon the following:

**VIA FIRST CLASS U.S. MAIL**

**VIA E-MAIL TO sheilabstevenson@att.net**

Ms. Sheila B. Stevenson

Attorney at Law

112 South Liberty Street, Suite 223

Jackson, TN 38301

Via First Class U.S. Mail, postage prepaid, and E-Mail, as indicated above, this 15 day of January 2014 and filed with the Circuit Court Clerk of Crockett County, Tennessee via facsimile filing to 731-696-2605 and via First Class U.S. Mail, postage prepaid, to the Circuit Court Clerk of Crockett County, Tennessee at the following address: One South Bell Street, Suite 6, Alamo, Tennessee 38001, this the 15 day of January 2014.

  
Teresa A. Boyd